not allowed to recover his payment, even though it inured to the benefit of bona fide creditors, the law leaving the parties where it found them. For a discussion of the vendor's lien, V MICHIGAN LAW REVIEW, p. 373.

HUSBAND AND WIFE—SEPARATION AGREEMENTS—VALIDITY.—Before marriage a husband conveyed his farm to his son, reserving a life-estate in one half the farm. Because of this conveyance the marital relations were unpleasant, whereupon an agreement of separation was made, the husband giving the wife his note, in consideration of which the wife agreed to renounce all claims of dower in the estate. In an action by the wife to set aside the deed to the son as fraudulent, *held,* a husband and wife cannot make a valid contract renouncing their marital rights. *Hill* v. *Hill et al.* (1907), — N. H. —, 67 Atl. Rep. 406.

The question as to the validity of separation agreements by husband and wife was unsettled at common law, because of the influence of the ecclesiastical courts, and the dicta of former courts which had become embodied in the common law. The decision of Lord ELDEN in *Lord St. John* v. *Lady St. John,* 11 Ves. 526, upholding the validity of contracts of this nature, has practically settled the law in England. In the United States the decisions are almost unanimously opposed to that of the principal case. *Wells* v. *Stout,* 9 Cal. 480; *Nichols* v. *Palmer,* 5 Day (Conn.) 47; *Chapman* v. *Gray,* 8 Ga. 341; *Hilbish* v. *Hattle,* 145 Ind. 59, 44 N. E. 20; *Goddard* v. *Beebe,* 4 Greene (Iowa) 126; *Hendricks* v. *Hendricks,* 4 Ky. Law Rep. 724; *Labbe's Heirs* v. *Abat,* 2 La. 553, 22 Am. Dec. 151; *Carey* v. *Mackey,* 82 Me. 516, 20 Atl. 84, 17 Am. St. Rep. 500, 9 L. R. A. 113; *Fox* v. *Davis,* 113 Mass. 255, 18 Am. Rep. 476; *Randall* v. *Randall,* 37 Mich. 563; *Roll* v. *Roll,* 51 Minn. 353, 53 N. W. 716; *Mills* v. *Richards,* 34 Miss. 77; *Aspinwall* v. *Aspinwall,* 49 N. J. Eq. 302, 24 Atl. 926; *Clark* v. *Fosdick,* 118 N. Y. 7, 22 N. E. 1111, 16 Am. St. Rep. 733, 6 L. R. A. 132; *Thomas* v. *Brown,* 14 Ohio St. 247; *Commonwealth* v. *Henderschedt,* 1 Kulp (Pa.) 42; *Buckner* v. *Ruth,* 13 Rich. Law (S. C.) 157; *Caffey's Ex'rs* v. *Caffey,* 12 Tex. Civ. App. 616, 35 S. W. 738. Prior to the enactment of statutes giving the wife the right to contract in her own name, agreements of separation were made through the intervention of a trustee. *Mills* v. *Richards,* supra, holds that contracts of this nature, without the intervention of a trustee, are void, while *Hilbish* v. *Hattle,* supra, holds that agreements of this nature will be upheld even though made without the intervention of a trustee. The principal case is supported by *Foote* v. *Nickerson,* 70 N. H. 496, 48 Atl. 1088, holding that contracts of this nature are opposed to public policy and are void. A similar holding is found in *Collins* v. *Collins,* 1 Phil. Eq. (N. C.) 153, although *Sparks* v. *Sparks,* 94 N. C. 527, holds that under some circumstances separation agreements are valid. *Switzer* v. *Switzer,* 26 Grat. (Va.) 574, holds that separation agreements are void, unless it appears from the negotiations which preceded the agreement that the wife could act with perfect freedom.

INSURANCE—FIRE—CONCURRENT INSURANCE.—Insured had forty-five hundred ($4500.00) dollars insurance on his property. The agent of defendant company, knowing this, wrote him a fifteen hundred ($1500.00) dollar policy.

Upon suit to reform this policy the phrase, "Concurrent insurance allowed," was inserted. On the first hearing the court decided against the plaintiff, but on a rehearing the majority reversed the former opinion and *held,* that insured could take out additional insurance without the consent of defendant company. *Kelly et al.* v. *Liverpool & London & Globe Ins. Co.* (1907), — Minn. —, 112 N. W. Rep. 870.

The logic of the situation would seem to be with the minority. The agent waived the condition against other insurance in so far as it applied to policies of which he had knowledge. On the meaning of "Concurrent Insurance," see *East Texas Ins. Co.* v. *Blum,* 76 Texas 653, 13 S. W. 572; *Philadelphia Underwriters Ins. Co.* v. *Bigelow,* 48 Fla. 105, 37 So. 210; *Senor* v. *Miller's Ins. Co.,* 181 Mo. 104, 79 S. W. 687. The question involved is really one of waiver. The subject matter of the waiver must have been in the minds of the parties. *Hartford Fire Ins. Co.* v. *Small,* 66 Fed. 490, 14 C. C. A. 33, 30 U. S. App. 127. In the present case nothing relative to additional insurance is shown by the evidence.

INSURANCE—MUTUAL BENEFIT—UNREASONABLE CHANGE OF BY-LAWS.—Plaintiff's wife became a member of the Court of Honor, under a by-law and certificate providing that no benefit of a member who committed suicide, unless he was at the time under treatment for insanity, would be paid. She agreed to be bound by all future by-laws and amendments. Before her death a by-law was passed, limiting the benefit in case of suicide to 5% of the face of the certificate for each year of membership. *Held,* the new by-law was unreasonable. *Olson et al.* v. *Court of Honor* (1907), 100 Minn. 117, 110 N. W. Rep. 374.

This case is of interest in that it adds another to the somewhat unstable list of "unreasonable changes" in the by-laws of benefit associations. The court holds that the excepted causes cannot be added to "for by repeated amendments of its by-laws, it [the association] may exempt from the operation of the certificate so many causes or diseases as to make it practically worthless." Just what constitutes a reasonable change is hard to determine. One making certain injuries excepted risks has been held reasonable on the ground that it disturbs no vested rights: *Hall* v. *Travellers' Association,* 69 Neb. 601, 96 N. W. 170; so has an amendment defining a broken leg; *Ross* v. *The Brotherhood of America,* 120 Ia. 692, 95 N. W. 207; likewise an amendment increasing assessments for which a member is liable, on the ground that such increase was necessary to carry out the purposes of the association. *Miller* v. *National Council,* 69 Kans. 234, 76 Pac. 830. Some changes which have been held unreasonable, are: Change without notice to member of by-law providing for the payment of assessment without notice; *Thibert* v. *Knights of Honor,* 78 Minn. 448, 81 N. W. 220, 47 L. R. A. 136, 79 Am. St. Rep. 412; a change prohibiting the insured to engage in the occupation of brakeman, on the ground that it prejudiced the rights of preexisting members without notice to them; *Tebo* v. *Royal Arcanum,* 89 Minn. 3, 93 N. W. 513; a change providing that past acts of a member may avoid the contract; *Grafstrom* v. *Order of Friends,* 43 N. Y. Supp. 266; a change making suicide,